

FILED

07 DEC 18 AM 11:55

CLERK, U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

BY: *PRZ* DEPUTY

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6 Attorneys for Plaintiffs

7  
8 UNITED STATES DISTRICT COURT  
9 SOUTHERN DISTRICT OF CALIFORNIA

10 SINDICATO DE EMPLEADOS Y  
TRABAJADORES DE LA INDUSTRIA,  
11 EL CAMPO Y EL COMERCIO DEL  
ESTADO 29 C.R.O.M., a Mexican labor  
12 union, and SINDICATO NUEVA  
GENERACION DE TRABAJADORES  
13 DE BAJA CALIFORNIA C.R.O.C., a  
Mexican labor union,

14 Plaintiffs,

15 v.

16 CREDIT MANAGERS ASSOCIATION  
17 OF CALIFORNIA, INC., dba CMA  
BUSINESS CREDIT SERVICES, a  
18 California non-profit corporation,

19 Defendant.

Case No. **07 CV 2365 J LSP**

**COMPLAINT FOR:**

- (1) BREACH OF CONTRACT
- (2) ACCOUNT STATED (COMMON COUNT)
- (3) GOODS SOLD & DELIVERED (COMMON COUNT)
- (4) EQUITABLE RELIEF

**DEMAND FOR JURY TRIAL**

20  
21  
22 Plaintiffs SINDICATO DE EMPLEADOS Y TRABAJADORES DE LA INDUSTRIA,  
23 EL CAMPO Y EL COMERCIO DEL ESTADO 29 C.R.O.M., a Mexican labor union  
24 ("ESTADO 29") and SINDICATO NUEVA GENERACION DE TRABAJADORES DE BAJA  
25 CALIFORNIA C.R.O.C., a Mexican labor union ("NUEVA GENERACION") file this  
26 Complaint against Defendant CREDIT MANAGERS ASSOCIATION OF CALIFORNIA, INC.  
27 dba CMA BUSINESS CREDIT SERVICES, a California non-profit corporation ("CMA"),  
28 demands a jury trial and allege as follows:

**PARTIES**

1  
2 1. Plaintiff ESTADO 29 is a Mexican labor union that represents the interests of the  
3 employees of a Mexican corporation known as Alissimo, S.A. de C.V. ("Alissimo").

4 2. Plaintiff NUEVA GENERACION is a Mexican labor union that represents the  
5 interests of the employees of a Mexican corporation known as Resinas Laguna, S.A. de C.V.  
6 ("Resinas Laguna").

7 3. Both Plaintiffs are Mexican entities that conduct business in Baja California,  
8 United States of Mexico.

9 4. Defendant CMA is a California corporation. Pursuant to a General Assignment  
10 Agreement dated May 21, 2007, CMA has been appointed the assignee for the benefit of the  
11 creditors of two insolvent entities known as FlexTrim California, Inc., and FlexTrim North  
12 Carolina, Inc. (together "FlexTrim" or the "FlexTrim Entities").

**NATURE OF ACTION**

13  
14 5. This action is brought by two Mexican labor unions to collect substantial unpaid  
15 wages and benefits owed to their constituent members by two Mexican corporations – Alissimo  
16 and Resinas Laguna.

17 6. Both Alissimo and Resinas Laguna are in the business of manufacturing and  
18 selling polyurethane resins for sale primarily in the United States. The companies have been  
19 unable to pay their employees because among other reasons its two major customers, the  
20 FlexTrim Entities, have failed to pay them at least \$896,389.81 for goods that have been sold and  
21 delivered on account.

22 7. Sometime around the middle of 2007, the FlexTrim Entities commenced a  
23 common law bankruptcy proceeding in California whereby they assigned their business assets to  
24 CMA for liquidation to satisfy creditor claims.

25 8. On information and belief, CMA liquidated FlexTrim's assets and now holds a  
26 substantial amount of cash for payment of creditor claims.

27 9. As bona fide creditors of FlexTrim, both Alissimo and Resinas Laguna submitted  
28 timely proofs of claim, true and correct copies of which are attached to this Complaint as Exhibits

1 A and B respectively and incorporated herein by this reference.

2 10. CMA acknowledged receipt of the proofs of claim but, as of the date of this  
3 Complaint, has not paid Alissimo or Resinas Laguna. True and correct copies of Alissimo and  
4 Resinas Laguna's proof of claim forms stamped as "RECEIVED" by CMA are attached hereto as  
5 Exhibits C and D and incorporated herein by this reference.

6 11. On December 13, 2007, the employees of Alissimo and Resinas Laguna,  
7 represented by their Mexican unions Plaintiffs ESTADO 29 and NUEVA GENERACION, filed a  
8 petition in the Junta Local de Conciliacion y Arbitraje de Tijuana, the state court of Baja  
9 California in Tijuana (the "Mexican Proceeding"), and obtained an order freezing all the assets of  
10 both Alissimo and Resinas Laguna, wherever located, for the purpose of securing payment of the  
11 unpaid wages.

12 12. Under Mexican law, employees have priority rights over all other forms of  
13 creditor, secured or unsecured, for the payment of wages. By virtue of the Mexican Proceeding  
14 and Mexican Labor law, Plaintiffs ESTADO 29 and NUEVA GENERACION, who represent the  
15 employees of Alissimo and Resinas Laguna respectively, have been granted priority status for the  
16 payment of unpaid wages and are subrogated to the rights of Alissimo and Resinas for the  
17 purposes of collecting the receivable owed by CMA.

18 13. On information and belief, Defendant CMA recognizes Alissimo and Resinas  
19 Laguna's creditor claims and does not contest the validity of those claims.

#### 20 JURISDICTION AND VENUE

21 14. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332.

22 15. Plaintiffs are and at all relevant times were citizens of the United States of Mexico.

23 16. Defendant is a corporation organized and existing under the laws of the State of  
24 California having its principal place of business in the State of California. Plaintiff is further  
25 informed and believes that Defendant conducts business throughout the State of California  
26 including in the County of San Diego.

27 17. The amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

28 ///

**FIRST CAUSE OF ACTION**

**BREACH OF CONTRACT**

18. Plaintiffs repeat and incorporate herein by this reference each and every allegation stated in this Complaint.

19. Alissimo and Resinas Laguna entered into at least two contracts with the FlexTrim Entities for the sale and purchase of polyurethane resin material.

20. Alissimo and Resinas Laguna manufactured, sold and delivered to the FlexTrim entities the polyurethane resin materials.

21. Both Alissimo and Resinas Laguna fulfilled all promises, covenants and conditions required for their performance of the contracts and performance has not been excused.

22. The FlexTrim Entities have breached the contracts by failing to pay Alissimo and Resinas Laguna for goods that were sold and delivered.

23. On May 21, 2007, the FlexTrim Entities assigned to Defendant CMA all of their assets for the purpose of liquidation and satisfaction of creditor claims.

24. On or about July 6, 2007, Alissimo submitted proofs of claim totaling \$293,678.07. See proofs of claim attached hereto as Exhibits A and B and incorporated herein by this reference.

25. On or around July 6, 2007, Resinas Laguna submitted proofs of claim totaling \$602,711.74. See proofs of claim attached hereto as Exhibits A and B and incorporated herein by this reference.

26. By virtue of the Mexican Proceeding and Mexican Labor law, Plaintiffs ESTADO 29 and NUEVA GENERACION, who represent the employees of Alissimo and Resinas Laguna respectively, have been granted priority status for the payment of unpaid wages and are subrogated to the rights of Alissimo and Resinas for the purposes of collecting the receivable owed by CMA.

27. Plaintiffs ESTADO 29 and NUEVA GENERACION have been damaged in an amount to be proven at trial.

28. ///

**SECOND CAUSE OF ACTION**

**ACCOUNT STATED (COMMON COUNT)**

28. Plaintiffs repeat and incorporate herein by this reference each and every allegation stated in this Complaint.

29. Alissimo and Resinas Laguna entered into a series of transactions with the FlexTrim Entities for the sale and purchase of polyurethane material.

30. Alissimo and Resinas Laguna provided the FlexTrim Entities and/or Defendant CMA with an account in writing reflecting the amount they were owed for the products manufactured, sold and delivered to the FlexTrim Entities.

31. As of July 6, 2007, Alissimo was owed \$293,678.07 and Resinas Laguna was owed \$602,711.74 on account with the FlexTrim Entities. See proofs of claim attached hereto as Exhibits A and B.

32. On May 21, 2007, the FlexTrim Entities assigned their assets to Defendant CMA who liquidated those assets to pay creditors of the FlexTrim Entities.

33. By virtue of the Mexican Proceeding and Mexican Labor law, Plaintiffs ESTADO 29 and NUEVA GENERACION, who represent the employees of Alissimo and Resinas Laguna respectively, have been granted priority status for the payment of unpaid wages and are subrogated to the rights of Alissimo and Resinas for the purposes of collecting the receivable owed by CMA.

34. Accordingly, there is now due and owing the above-described sums.

**THIRD CAUSE OF ACTION**

**GOODS SOLD AND DELIVERED (COMMON COUNT)**

35. Plaintiffs repeat and incorporate herein by this reference each and every allegation stated in this Complaint.

36. Alissimo and Resinas Laguna sold and delivered goods to the FlexTrim Entities who in turn promised to pay for those goods.

37. The value of the goods sold by Alissimo to the FlexTrim Entities was \$293,678.07. See Exhibit A attached hereto.

1           38.     The value of the goods sold by Resinas Laguna to the FlexTrim Entities was  
2 \$602,711.74. See Exhibit B attached hereto.

3           39.     The FlexTrim Entities have paid no portion of the above sums although demand  
4 has been made and they acknowledge receipt of payment demands from both Alissimo and  
5 Resinas Laguna.

6           40.     On May 21, 2007, the FlexTrim Entities assigned their assets to Defendant CMA,  
7 who liquidated those assets to pay creditors of the FlexTrim Entities.

8           41.     On or about July 6, 2007, both Alissimo and Resinas submitted proofs of their  
9 claims to Defendant CMA totaling \$896,389.81.

10          42.     By virtue of the Mexican Proceeding and Mexican Labor law, Plaintiffs ESTADO  
11 29 and NUEVA GENERACION, who represent the employees of Alissimo and Resinas Laguna  
12 respectively, have been granted priority status for the payment of unpaid wages and are  
13 subrogated to the rights of Alissimo and Resinas for the purposes of collecting the receivable  
14 owed by CMA.

15          43.     Accordingly, there is now due and owing the above-described sums.

16                   **FOURTH CAUSE OF ACTION**

17                   **EQUITABLE RELIEF**

18          44.     Plaintiffs repeat and incorporate herein by this reference each and every allegation  
19 stated in this Complaint.

20          45.     Plaintiffs are entitled to payment in an amount sufficient to pay the back wages  
21 and benefits that have not been paid by their employers Alissimo and Resinas Laguna. The only  
22 substantial liquid asset of those companies is now in the possession of Defendant CMA.

23          46.     The Court should therefore order injunctive relief and prevent Defendant CMA  
24 from paying out any portion of the \$896,389.81 owed to Alissimo and Resinas Laguna and upon  
25 a finding for Plaintiffs, disburse those funds to Plaintiffs in an amount sufficient to satisfy their  
26 claims.

27                   **PRAYER FOR RELIEF**

28           Plaintiffs ESTADO 29 and NUEVA GENERACION pray for judgment against Defendant

1 CMA as follows:

2 1. For a temporary restraining order preventing Defendant CMA from paying out  
3 \$896,389.81 to any creditors of the FlexTrim Entities or anybody else claiming rights  
4 thereunder;

5 2. For a preliminary and/or permanent injunctive relief preventing Defendant CMA  
6 from paying out \$896,389.81 to any creditors of the FlexTrim Entities or anybody else claiming  
7 rights thereunder until time of trial and thereafter;

8 3. For damages in an amount to be proven at trial;

9 4. For restitution as appropriate and available under each cause of action in an  
10 amount to be proven at trial;

11 5. For pre-judgment and post-judgment interest on the above sums at the maximum  
12 legal rate;

13 6. For costs of suit;

14 7. For such other relief as the Court may deem just and proper.


15 **JURY DEMAND**

16 Plaintiffs hereby demand a trial by jury.

17 Dated: December 18, 2007

18 Respectfully submitted,

19 INTERNATIONAL PRACTICE GROUP,  
20 A PROFESSIONAL CORPORATION

21 By   
22 GUILLERMO MARRERO  
23 JOSHUA J. RICHMAN  
24 Attorneys for Plaintiffs





## PROOF OF CLAIM

Case No. 34223

To: CMA Business Credit Services  
PO Box 7740  
Burbank, California 91510-7740

Re: Flex Trim North Carolina, Inc.

The undersigned is a creditor of the above subject debtor(s) and I/we hereby file my/our claim below as follows:

As evidence of my/our claim, an Itemized statement of my/our account and/or a copy of a promissory note is hereto attached.

THE AMOUNT OF MY/OUR CLAIM IS: \$98,613.91

DATED: July 6, 2007

COMPANY NAME: ALISSIMO, SA DE CV

BY: Jose C Corral TITLE: Manager

ADDRESS: 416 W San Ysidro Blvd. Suite L- 428  
San Ysidro, CA 92173

PHONE: (619) 793 5366 FAX: (619) 446 6570

E-MAIL: [alissimotj@yahoo.com](mailto:alissimotj@yahoo.com)  
[alissimo2@prodigy.net.mx](mailto:alissimo2@prodigy.net.mx)

NOTE: Interest is applicable only to the date of May 21, 2007, and then only in the event a written agreement exists between you and the debtor providing for payment of interest.

PLEASE COMPLETE THIS FORM, ATTACH AN ITEMIZED STATEMENT OF YOUR ACCOUNT THEREON, AND RETURN AT ONCE TO:

ADJUSTMENT BUREAU  
Attn: Michael L. Joncich  
CMA Business Credit Services  
PO Box 7740, Burbank, California 91510-7740

## PROOF OF CLAIM

Case No. 34223

To: CMA Business Credit Services  
PO Box 7740  
Burbank, California 91510-7740

Re: Flex Trim North Carolina, Inc.

The undersigned is a creditor of the above subject debtor(s) and I/we hereby file my/our claim below as follows:

As evidence of my/our claim, an itemized statement of my/our account and/or a copy of a promissory note is hereto attached.

THE AMOUNT OF MY/OUR CLAIM IS: \$195,064.16

DATED: July 6, 2007

COMPANY NAME: ALISSIMO, SA DE CV

BY: Jose C Corral TITLE: Manager

ADDRESS: 416 W San Ysidro Blvd. Suite L- 428  
San Ysidro, CA 92173

PHONE: (619) 793 5366 FAX: (619) 446 6570

E-MAIL: [alissimoti@yahoo.com](mailto:alissimoti@yahoo.com)  
[alissimo2@prodigy.net.mx](mailto:alissimo2@prodigy.net.mx)

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CMA Business Credit Services  
PO Box 7740, Burbank, California 91510-7740



**PROOF OF CLAIM**

Case No. 34222

To: CMA Business Credit Services  
PO Box 7740  
Burbank, California 91510-7740

Re: Flex Trim California, Inc.

The undersigned is a creditor of the above subject debtor(s) and I/we hereby file my/our claim below as follows:

As evidence of my/our claim, an itemized statement of my/our account and/or a copy of a promissory note is hereto attached.

THE AMOUNT OF MY/OUR CLAIM IS \$ \$ 217,490.53

Dated: July 6, 2007

COMPANY NAME Resinas Laguna S.A. de C.V.

BY Francisco E Elorza C TITLE General Manager

ADDRESS 482 W San Ysidro Bl Suite 1999

CITY, STATE, ZIP San Ysidro CA, 92173

PHONE NO. 619 955 6872 FAX# 01152 664 900 8917

EMAIL reslaguna@prodigy.net.mx

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PLEASE COMPLETE THIS FORM, ATTACH AN ITEMIZED STATEMENT OF YOUR ACCOUNT THEREON, AND RETURN AT ONCE TO:

ADJUSTMENT BUREAU  
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CMA Business Credit Services  
PO Box 7740, Burbank, California 91510-7740

## PROOF OF CLAIM

Case No. 34223

To: CMA Business Credit Services  
PO Box 7740  
Burbank, California 91510-7740

Re: Flex Trim North Carolina, Inc.

The undersigned is a creditor of the above subject debtor(s) and I/we hereby file my/our claim below as follows:

As evidence of my/our claim, an itemized statement of my/our account and/or a copy of a promissory note is hereto attached.

THE AMOUNT OF MY/OUR CLAIM IS \$ \$ 985,221.21

Dated: July 6, 2007

COMPANY NAME Resinas Laguna S.A. de C.V.

BY Francisco E Elorza C TITLE General Manager

ADDRESS 482 W San Ysidro Bl Suite 1999

CITY, STATE, ZIP San Ysidro CA, 92173

PHONE NO. 619-955-6872 FAX# 01152 664 900 8917

EMAIL resilaguna@prodigy.net.mx

NOTE: Interest is applicable only to the date of May 21, 2007, and then only in the event a written agreement exists between you and the debtor providing for payment of interest.

PLEASE COMPLETE THIS FORM, ATTACH AN ITEMIZED STATEMENT OF YOUR ACCOUNT THEREON, AND RETURN AT ONCE TO:

ADJUSTMENT BUREAU  
Attn: Michael L. Joncich  
CMA Business Credit Services  
PO Box 7740, Burbank, California 91510-7740



#2

## PROOF OF CLAIM

Case No. 34223

To: CMA Business Credit Services  
PO Box 7740  
Burbank, California 91510-7740

Re: Flex Trim North Carolina, Inc.

The undersigned is a creditor of the above subject debtor(s) and I/we hereby file my/our claim below as follows:

As evidence of my/our claim, an itemized statement of my/our account and/or a copy of a promissory note is hereto attached.

THE AMOUNT OF MY/OUR CLAIM IS: \$195,064.16

DATED: July 6, 2007

COMPANY NAME: ALISSIMO, SA DE CV

BY: Jose C Corral TITLE: Manager

ADDRESS: 416 W San Ysidro Blvd. Suite L- 428  
San Ysidro, CA 92173

PHONE: (619) 793 5366 FAX: (619) 446 6570

E-MAIL: [alissimotl@yahoo.com](mailto:alissimotl@yahoo.com)  
[alissimo2@prodigy.net.mx](mailto:alissimo2@prodigy.net.mx)

RECEIVED

JUL 11 2007

ADJUSTMENT BUREAU

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ADJUSTMENT BUREAU  
Attn: Michael L. Joncich  
CMA Business Credit Services  
PO Box 7740, Burbank, California 91510-7740

**PROOF OF CLAIM**

34222  
Case No. 24222

To: CMA Business Credit Services  
PO Box 7740  
Burbank, California 91510-7740

Re: Flex Trim North Carolina, Inc.

The undersigned is a creditor of the above subject debtor(s) and I/we hereby file my/our claim below as follows:

As evidence of my/our claim, an itemized statement of my/our account and/or a copy of a promissory note is hereto attached.

THE AMOUNT OF MY/OUR CLAIM IS: \$98,613.91

DATED: July 6, 2007

COMPANY NAME: ALISSIMO, SA DE CV

BY: Jose C Corral

TITLE: Manager

ADDRESS: 416 W San Ysidro Blvd. Suite L- 428  
San Ysidro, CA 92173

PHONE: (619) 793 5366

FAX: (619) 446 6570

E-MAIL: [alissimoti@yahoo.com](mailto:alissimoti@yahoo.com)  
[alissimo2@prodigy.net.mx](mailto:alissimo2@prodigy.net.mx)

RECEIVED  
JUL 11 2007  
ADJUSTMENT BUREAU

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CMA Business Credit Services  
PO Box 7740, Burbank, California 91510-7740







#29

RECEIVED

JUL 20 2007

PROOF OF CLAIM

ADJUSTMENT BUREAU

Case No. 34223

To: CMA Business Credit Services  
PO Box 7740  
Burbank, California 91510-7740

Re: Flex Trim North Carolina, Inc.

The undersigned is a creditor of the above subject debtor(s) and I/we hereby file my/our claim below as follows:

As evidence of my/our claim, an itemized statement of my/our account and/or a copy of a promissory note is hereto attached.

THE AMOUNT OF MY/OUR CLAIM IS \$ 385,221.21

Dated: July 6, 2007

COMPANY NAME Resinas Laguna, S.A. de C.V.

BY Francisco Elorza TITLE General Manager

ADDRESS 482 W. San Ysidro Blvd. Suite 1999

CITY, STATE, ZIP San Ysidro, CA. 92173

PHONE NO. 619-955-6872 FAX# 619-446-6570

EMAIL reslaguna@prodigy.net.mx

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Attn: Michael L. Jonich  
CMA Business Credit Services  
PO Box 7740, Burbank, California 91510-7740



# 25

## PROOF OF CLAIM

To: CMA Business Credit Services  
PO Box 7740  
Burbank, California 91510-7740

Case No. 34222

Re: Flex Trim California, Inc.

The undersigned is a creditor of the above subject debtor(s) and I/we hereby file my/our claim below as follows:

As evidence of my/our claim, an itemized statement of my/our account and/or a copy of a promissory note is hereto attached.

THE AMOUNT OF MY/OUR CLAIM IS \$ 217,490.53

Dated: July 6, 2007

COMPANY NAME Resinas Laguna, S.A. de C.V.

BY Francisco Elorza TITLE General Manager

ADDRESS 482 W. San Ysidro Blvd. Suite 1999

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PHONE NO. 619-955-6872 FAX# 619-446-6570

EMAIL reslaguna@prodigy.net.mx

RECEIVED

JUL 13 2007

ADJUSTMENT BUREAU

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ADJUSTMENT BUREAU  
Attn: Michael L. Joncich  
CMA Business Credit Services  
PO Box 7740, Burbank, California 91510-7740

JS44

(Rev. 07/89)

## CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE SECOND PAGE OF THIS FORM.)

I (a) PLAINTIFFS Sindicato de Empleados y trabajadores de la industria, el campo y el Comercio del Estado de C.R.O.M. a Mexican labor Union and Sindicato Nueva Generación de trabajadores de la CA. CROCA Mexican Labor Union  
 (b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF MEXICO  
 (EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANTS Credit Managers Association of California, Inc., dba CMA BANCREDIT SERVICES, a California non-profit corporation  
 CLERK, U.S. DISTRICT COURT  
 SOUTHERN DISTRICT OF CALIFORNIA  
LOS ANGELES  
 COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)  
Guillemo MARRERO  
JOSUA RICHMAN  
International Practice Group  
1350 Columbia Street, Ste 500  
San Diego, CA 92101

ATTORNEYS (IF KNOWN)

**07 CV 2365 J LSP**

## II. BASIS OF JURISDICTION (PLACE AN X IN ONE BOX ONLY)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III) **X**

## III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN X IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

	PT	DEF		PT	DEF
Citizen of This State	• 1	• 1	Incorporated or Principal Place of Business in This State	• 4	• 4
Citizen of Another State	• 2	• 2	Incorporated and Principal Place of Business in Another State	• 5	• 5
Citizen or Subject of a Foreign Country	• 3	• 3	Foreign Nation	• 6	• 6

## IV. CAUSE OF ACTION (CITE THE US CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY).

Break of Contract, etc. Diversity: 28 USC §1332

## V. NATURE OF SUIT (PLACE AN X IN ONE BOX ONLY)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<ul style="list-style-type: none"><li>• 110 Insurance</li><li>• 120 Marine</li><li>• 130 Miller Act</li><li>• 140 Negotiable Instrument</li><li>• 150 Recovery of Overpayment &amp; Enforcement of Judgment</li><li>• 151 Medicare Act</li><li>• 152 Recovery of Defaulted Student Loans (Excl. Veterans)</li><li>• 153 Recovery of Overpayment of Veterans Benefits</li><li>• 160 Stockholders Suits</li><li>• 190 Other Contract</li><li>• 195 Contract Product Liability</li></ul>	<b>PERSONAL INJURY</b> <ul style="list-style-type: none"><li>• 310 Airplane</li><li>• 315 Airplane Product Liability</li><li>• 320 Assault, Libel &amp; Slander</li><li>• 330 Federal Employers' Liability</li><li>• 340 Marine</li><li>• 345 Marine Product Liability</li><li>• 350 Motor Vehicle</li><li>• 355 Motor Vehicle Product Liability</li><li>• 360 Other Personal Injury</li></ul>	<b>PERSONAL INJURY</b> <ul style="list-style-type: none"><li>• 362 Personal Injury-Medical Malpractice</li><li>• 363 Personal Injury - Product Liability</li><li>• 368 Asbestos Personal Injury Product Liability</li></ul> <b>PERSONAL PROPERTY</b> <ul style="list-style-type: none"><li>• 370 Other Fraud</li><li>• 371 Truth in Lending</li><li>• 380 Other Personal Property Damage</li><li>• 385 Property Damage Product Liability</li></ul>	<ul style="list-style-type: none"><li>• 610 Agriculture</li><li>• 620 Other Food &amp; Drug</li><li>• 625 Drug Related Seizure of Property 21 USC881</li><li>• 630 Liquor Laws</li><li>• 640 RR &amp; Truck</li><li>• 650 Airline Regs</li><li>• 660 Occupational Safety/Health</li><li>• 690 Other</li></ul> <b>LABOR</b> <ul style="list-style-type: none"><li>• 710 Fair Labor Standards Act</li><li>• 720 Labor/Mgmt. Relations</li><li>• 730 Labor/Mgmt. Reporting &amp; Disclosure Act</li><li>• 740 Railway Labor Act</li><li>• 790 Other Labor Litigation</li><li>• 791 Empl. Ret. Inc. Security Act</li></ul>	<ul style="list-style-type: none"><li>• 422 Appeal 28 USC 158</li><li>• 423 Withdrawal 28 USC 137</li></ul> <b>PROPERTY RIGHTS</b> <ul style="list-style-type: none"><li>• 820 Copyrights</li><li>• 830 Patent</li><li>• 840 Trademark</li></ul> <b>SOCIAL SECURITY</b> <ul style="list-style-type: none"><li>• 861 HIA (13958)</li><li>• 862 Black Lung (923)</li><li>• 863 DIWC/DIWW (405(g))</li><li>• 864 SSID Title XVI</li><li>• 865 RSI (405(a))</li></ul> <b>FEDERAL TAX SUITS</b> <ul style="list-style-type: none"><li>• 870 Taxes (U.S. Plaintiff or Defendant)</li><li>• 871 IRS - Third Party 26 USC 7609</li></ul>	<ul style="list-style-type: none"><li>• 400 State Reappointment</li><li>• 410 Antitrust</li><li>• 430 Banks and Banking</li><li>• 450 Commerce/ICC Rates/etc.</li><li>• 460 Deportation</li><li>• 470 Racketeer Influenced and Corrupt Organizations</li><li>• 810 Selective Service</li><li>• 850 Securities/Commodities Exchange</li><li>• 875 Customer Challenge 12 USC</li><li>• 891 Agricultural Acts</li><li>• 892 Economic Stabilization Act</li><li>• 893 Environmental Matters</li><li>• 894 Energy Allocation Act</li><li>• 895 Freedom of Information Act</li><li>• 900 Appeal of Fee Determination Under Equal Access to Justice</li><li>• 950 Constitutionality of State</li><li>• 890 Other Statutory Actions</li></ul>
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<ul style="list-style-type: none"><li>• 210 Land Condemnation</li><li>• 220 Foreclosure</li><li>• 230 Rent Lease &amp; Ejectment</li><li>• 240 Tort to Land</li><li>• 245 Tort Product Liability</li><li>• 290 All Other Real Property</li></ul>	<ul style="list-style-type: none"><li>• 441 Voting</li><li>• 442 Employment</li><li>• 443 Housing/Accommodations</li><li>• 444 Welfare</li><li>• 440 Other Civil Rights</li></ul>	<ul style="list-style-type: none"><li>• 510 Motions to Vacate Sentence Habeas Corpus</li><li>• 530 General</li><li>• 535 Death Penalty</li><li>• 540 Mandamus &amp; Other</li><li>• 550 Civil Rights</li><li>• 555 Prisoner Conditions</li></ul>			

## VI. ORIGIN (PLACE AN X IN ONE BOX ONLY)

- ☒ 1 Original Proceeding
- 2 Removal from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation
- 7 Appeal to District Judge from Magistrate Judgment

## VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER f.r.c.p. 23

DEMAND \$

&gt; 75,000

Check YES only if demanded in complaint:

JURY DEMAND: • YES • NO

## VIII. RELATED CASE(S) IF ANY (See Instructions):

JUDGE

Docket Number

DATE 12/18/07

SIGNATURE OF ATTORNEY OF RECORD

PAID \$350 12/18/07 BL12127#145657

::ODMA\PCDOCS\WORDPERFECT\22816\1 January 24, 2000 (3:10pm)

**UNITED STATES  
DISTRICT COURT**  
SOUTHERN DISTRICT OF CALIFORNIA  
SAN DIEGO DIVISION

**# 145657 - BH  
\* \* C O P Y \* \*  
December 18, 2007  
11:53:46**

**Civ Fil Non-Pris**

USAO #: 07CV2365 CIVIL FILING  
Judge.: NAPOLEON A JONES, JR  
Amount.: \$350.00 CK  
Check#: BC# 7272

**Total-> \$350.00**

**FROM: MEXICAN LABOR UNION V. CREDIT  
MANAGERS ASSOC. ET AL  
CIVIL FILING**